creditor to collect a just debt, by accusing or threatening to accuse the debtor of the crime out of which the debt arose or with which it is connected, does not come within the purview of the statute, finds apparent support in a number of cases. Such, indeed, is the conclusion of the court in the case of People *v.* Griffin (2 Barb. N. Y. 427), followed by State *v.* Hammond (80 Ind. 80), and Mann *v.* State (47 Ohio St. 556, 26 N. E. 226, 11 L. R. A. 656), all of which cases, however, appear to have been based upon statutes materially different from the provisions under consideration.

"The plain import of the language of our Code is that to threaten a thief with an accusation and prosecution based thereon, unless he pays the value of property stolen, and which by reason of fear induced by such threat he does pay, is extortion within the meaning of section 518 of the Penal Code; and this without reference to the exercise of good faith in exacting the amount justly due."

Insurance—Insurable Interest.—In Wurzburg *v.* New York Life Ins. Co., in the Supreme Court of Tennessee, 203 S. W. 332, it was laid down that a manufacturing company has an insurable interest in the life of its manager, who is its guiding spirit and is largely carrying on its business; and that where such a company took a valid policy on the life of its general manager, who later severed his connection with it, and it paid all premiums until his death, it was entitled to the whole of the insurance. The court said in part:

"Since this contract was valid when made, it did not become subsequently invalid when Wurzburg's connection with the manufacturing company ceased.

"This question has been settled in principle in this jurisdiction by Marquet *v.* Insurance Co. (128 Tenn. 213, 159 S. W. 733, L. R. A. 1915B, 749, Ann. Cas. 1915B, 677). In this case a policy of insurance was effected on the life of a husband for his wife's benefit. Prior to the husband's death the wife obtained a divorce. She continued, however, to pay premiums on the policy until the death of her husband. Payment was resisted by the company on the theory that she had no insurable interest after the divorce. This court held that the wife's interest in the life of her husband was to be tested as of the date of the original contract when 'her interest in his life was that of a wife, and clearly insurable, as we have seen. The divorce did not invalidate the pre-existing valid contract of insurance.' Marquet *v.* Insurance Co. (supra).

"Rather in accord is the previous case of Snyder *v.* Mystic Circle (122 Tenn. 248, 122 S. W. 981, 45 L. R. A., N. S., 209)

"Marquet *v.* Insurance Co. (supra) follows Conn. Mutual L. Ins. Co. *v.* Schaefer (94 U. S. 457, 24 L. Ed. 251). This case involved an insurance policy payable to a wife who obtained a divorce. The Supreme Court, after a full consideration of the matter, said that in

their judgment 'a life policy, originally valid, does not cease to be so by the cessation of the assured party's interest in the life insured' (Conn. Mutual Life Ins. Co. *v.* Schaefer, supra).

"And it has been held in many other cases that a divorce did not affect the wife's interest in a policy of insurance issued to her on the life of her husband (Overhiser *v.* Mutual L. Ins. Co., 63 Ohio St. 77, 57 N. E. 965, as reported in 50 L. R. A. 552, 81 Am. St. Rep. 612, and cases collected in note).

"The exact question before us was present in Keckley *v.* Coshocton Glass Co. (86 Ohio St. 213), and the Supreme Court of Ohio held that, although the connection of the assured with the corporation had ceased before his death, the corporation was nevertheless entitled to collect the full amount of the policy, inasmuch as the policy was valid when issued and had been listed and used as an asset of the concern.

"We can see no difference in principle between the case before us and those cases in which the wife, holding a valid policy of insurance on the husband's life, obtained a divorce prior to the maturity of the policy.

"Moreover, the manufacturing company in this case is entitled to the full amount of the policy. This is true because a policy of life insurance is not now held to be a mere contract of indemnity, but is a contract to pay the beneficiary a certain sum of money in the event of death (25 Cyc., 702; 16 Am. & Eng. Enc. of Law, 2d Ed., 843, and see review of cases in Conn. Mutual L. Ins. Co. *v.* Schaefer, supra, and Keckley *v.* Coshocton Glass Co., supra)."

Insurance—Indemnity—Recovery of Expenditures When Insurer Fails to Defend.—In Western Indemnity Co. *v.* Walker-Smith Co., in the Court of Civil Appeals of Texas, 203 S. W. 93, it was held that where an indemnity company refused to defend a suit as specifically agreed in a separate paragraph of the policy, and insured had employed attorneys and others to defend, insured could recover obligations so incurred, although not yet paid, regardless of a no-action clause in the policy, providing that no action should lie against the insurer except to recover money actually expended, etc. On this point the court said:

"As already shown, appellant had, by the second clause of the contract or policy, unqualifiedly obligated and bound itself to defend the suits brought by Schroeder and Henry against appellee, and that appellant had failed and refused to defend said suits, as it had obligated itself to do. This being true, it was incumbent upon appellee, Walker-Smith Company, to incur attorney's fees for which it sued and recovered in this cause. Since appellee's suit against appellant was not one to recover money actually expended by it in satisfaction of a claim which resulted from injuries caused by reason of the ownership and use of said automobile truck, but